

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

UNITED STATES OF AMERICA,

Plaintiff,

v.

ROBERT DESHON HAWKINS,

Defendant.

Case No. 25-CR-30009-SPM

MEMORANDUM AND ORDER

McGLYNN, District Judge:

Pending before the Court is the Government's Motion for an Order Forfeiting Bail (Doc. 56). For the reasons set forth below, the motion is **GRANTED**.

PROCEDURAL HISTORY

On January 22, 2025, a federal grand jury returned an indictment charging Defendant Robert Deshon Hawkins with Transportation of Minors, in violation of 18 U.S.C. § 2243(a) and 2. (Doc. 1). Hawkins was arrested in the Central District of California and had his initial appearance on March 12, 2025. *See United States v. Hawkins*, 25-mj-119-DUTY (C.D. Cal. 2025). That Court released Hawkins on an Appearance Bond of \$35,000. *Id.*, Doc. 4. Three people signed Affidavits of Surety for monetary values totaling \$35,000 to secure Defendant's release: Carnisha Singleton signed an Affidavit of Surety in the amount of \$10,000; Davon Williams signed an Affidavit of Surety in the amount of \$20,000; and Amber Hoskins signed an Affidavit of Surety in the amount of \$5,000. *Id.*, Docs. 6, 8, 16.

After the execution of these Affidavits of Surety, on March 13, 2025, Hawkins was released on an Appearance Bond with various conditions. *Id.*, Docs. 4, 18. Hawkins's release conditions included to "avoid all contact, directly or indirectly (including by any electronic means), with any known codefendants except in the presence of counsel" and to "not commit a federal, state or local crime during the period of release." *Id.*, Doc. 4, p. 3.

On April 28, 2025, the Honorable Magistrate Judge Gilbert C. Sison held a hearing on the Government's Motion to Revoke Bond. (Doc. 47). After receiving evidence and hearing arguments from the parties, Judge Sison issued an order on May 23, 2025, finding probable cause to believe Defendant committed witness tampering in violation of 18 U.S.C. § 1512(b), and finding by clear and convincing evidence that Defendant had violated the terms of his release when he contacted a co-defendant via a facetime call shortly after he was released on bond. Accordingly, the Court revoked Defendant's bond, finding that "there are no conditions or combination of conditions that could be imposed to alleviate the danger the Defendant poses to any other person or the community." (Doc. 53. pp. 8–9). The Government filed the instant motion on September 12, 2025. (Doc. 56).

ANALYSIS

The Court "must declare the bail forfeited if a condition of the bond is breached." FED. R. CRIM. P. 46(f)(1); *see also United States v. Torres*, 807 F.3d 257, 261 (7th Cir. 2015). Thus, upon the breach of a condition, the court has no discretion in determining if the bond shall be subject to forfeit, but rather must grant the

government's motion. *United States v. Foster*, 417 F.2d 1254, 1256–1257 (7th Cir.1969); *see also United States v. Davis*, 202 F.2d 621, 624–625, (7th Cir. 1953).

“A bond agreement is a civil contract between the government and the surety on behalf of a criminal defendant.” *Torres*, 807 F.3d at 261. “In essence, the defendant is delivered to the custody of the surety, whose responsibility is to ensure the defendant's actions comply with the terms of his release.” *Torres*, 807 F.3d at 262. If the defendant violates a condition of release, “the surety becomes the absolute debtor of the United States for the bond amount.” *Id.* (cleaned up). By signing the bond agreement, the sureties assumed liability for Hawkins and his actions. *United States v. Russe*, 2012 WL 3308623, at *2 (N.D. Ill. 2012) (citing *United States v. Santiago*, 826 F.2d 499, 501 (7th Cir. 1987)). Therefore, they may be hold jointly and severally liable for the amount.

CONCLUSION

For the reasons stated above, the Government's Motion for an Order Forfeiting Bail (Doc. 56) is **GRANTED**.

IT IS SO ORDERED.

DATED: September 16, 2025

s/ Stephen P. McGlynn
STEPHEN P. McGLYNN
U.S. District Judge